

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR  
COLLIER COUNTY, FLORIDA  
CIVIL DIVISION

CCW NAPLES INVESTMENT, LLC, a Florida  
Limited liability company, WINFRIED  
HORSTENKAMP, an individual, and  
CHRISTINA HORSTENKAMP, an  
individual,

Plaintiffs,

vs.

CASE NO. 16-CA-0347

LUIS BRUNO, LLC d/b/a BRUNO AIR  
CONDITIONING OF SWFL, a Florida  
Limited Liability Company,  
Defendants.

/

**DEFENDANTS MOTION FOR ATTORNEY FEES**

COMES NOW the Defendant, by and through his undersigned attorney and moves for an entry awarding the Defendant Attorney Fees, and states as follows:

1. Plaintiff's filed a Complaint against Defendant, LUIS BRUNO, LLC d/b/a BRUNO AIR CONDITIONING OF SWFL on or about February 26, 2016, in the above-styled matter.
2. Trial was conducted in this matter on May 20-22, 2019, and the Jury provided a verdict in favor of the Defendant. (See Exhibit "A" attached hereto and incorporated herein)
3. Based on the Defendant, LUIS BRUNO, LLC d/b/a BRUNO AIR CONDITIONING OF SWFL's Proposal for Settlement, the Plaintiffs, CCW NAPLES INVESTMENT, LLC and Christina and Winfried Horstenkamp, the Defendant is entitled to attorneys' fees and costs. (A copy of the Proposal for Settlement has been marked *Exhibit "B"* attached hereto and incorporated herein).

WHEREFORE, Defendant, LUIS BRUNO, LLC d/b/a BRUNO AIR CONDITIONING OF SWFL prays this Court grant attorney fees and costs as well as any other relief deemed just and proper.

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing has been furnished by E-Service to MATTHEW B. DEVISSE, Esquire, COLEMAN, YOVANOVICH & KOESTER, P.A., at [alfigares@cyklawfirm.com](mailto:alfigares@cyklawfirm.com), [mdevisse@cyklawfirm.com](mailto:mdevisse@cyklawfirm.com), [dparliament@cyklawfirm.com](mailto:dparliament@cyklawfirm.com) and [cykservice@cyklawfirm.com](mailto:cykservice@cyklawfirm.com) this **10<sup>th</sup> Day of June 2019**.

BURANDT, ADAMSKI & FEICHTHALER, PL  
1714 Cape Coral Parkway East  
Cape Coral, FL 33904  
(239)542-4733  
By: /s/Timothy P. Culhane  
TIMOTHY P. CULHANE  
Florida Bar No. 124657  
Service Email: [burandtlaw@capecoralattorney.com](mailto:burandtlaw@capecoralattorney.com)

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT  
IN AND FOR COLLIER COUNTY, FLORIDA

CCW NAPLES INVESTMENT, LLC, a Florida  
Limited liability company, WINFRIED  
HORSTENKAMP, an individual, and  
CHRISTINA HORSTENKAMP, an  
individual,

Plaintiffs,

vs.

CASE NO. 16-CA-0347

LOUIS BRUNO, LLC d/b/a BRUNO AIR  
CONDITIONING OF SWFL, a Florida  
Limited Liability Company,  
Defendants.

**FINAL JUDGMENT**

**THIS CAUSE** after having come before the Court on May 20-22, 2019, at a Jury Trial,  
and pursuant to the Verdict rendered in this trial,

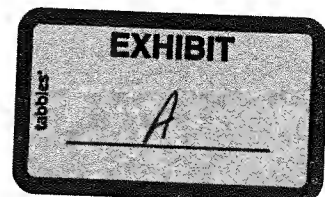
**IT IS ORDERED AND ADJUDGED**, as follows:

1. The Plaintiffs, CCW NAPLES INVESTMENT, LLC, a Florida Limited Liability Company, WINFRIED HORSTENKAMP and CHRISTINA HORSTENKAMP individually, take nothing by this action.
2. The Defendant, LOUIS BRUNO, LLC d/b/a BRUNO AIR CONDITIONING OF SWFL, a Florida Limited Liability Company, shall go hence without day.
3. The Court reserves on entitlement and amount of reasonable attorney fees and costs for this litigation.

**DONE AND ORDERED** at Naples, Collier County, Florida, this 28 day of

May, 2019.

Lauren L Brodie  
Circuit Court Judge  
Judge Lauren L. Brodie



Matthew B. Devisse, Esquire,  
Edmond Koester, Esq.  
COLEMAN, YOVANOVICH &  
KOESTER, P.A.,  
[afigares@cyklawfirm.com](mailto:afigares@cyklawfirm.com),  
[mdevisse@cyklawfirm.com](mailto:mdevisse@cyklawfirm.com),  
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[cvkservice@cyklawfirm.com](mailto:cvkservice@cyklawfirm.com),  
Attorney for Plaintiff

Robert B. Burandt, Esq.  
Timothy P. Culhane, Esq.  
BURANDT, ADAMSKI, FEICHTHALER & SANCHEZ, P.L.L.C  
1714 Cape Coral Parkway East  
Cape Coral, Florida 33904  
[Burandtlaw@capecoirallattorney.com](mailto:Burandtlaw@capecoirallattorney.com)  
Attorney's for Defendant

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Judicial Assistant

## Paralegal1

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**From:** Paralegal1  
**Sent:** Thursday, November 01, 2018 2:27 PM  
**To:** 'afigares@cyklawfirm.com'; mdevisse@cyklawfirm.com; 'dparliament@cyklawfirm.com'; cykservice@cyklawfirm.com  
**Cc:** Paralegal1; Tim Culhane  
**Subject:** SERVICE OF COURT DOCUMENTS /16-CA-347 / HORSTENKAMP v. BRUNO  
**Attachments:** NOTICE OF SERVICE OF PROPOSAL FOR SETTLEMENT - Horstenkamp & CCW.pdf; PROPOSAL FOR SETTLEMENT - Horstenkamp.pdf

Court Identity:	IN THE CIRCUIT COURT OF THE 20 <sup>th</sup> JUDICIAL CIRCUIT IN AND FOR COLLIER COUNTY, FLORIDA
Case No.:	16-CA-347
Initial parties Plaintiff(s):	CCW NAPLES INVESTMENT LLC, ET AL
Initial parties Defendant(s):	LUIS BRUNO, LLC, ET AL
Document being served:	1) Notice of Service of Proposal for Settlement 2) Proposal for Settlement
Sender's name:	TIMOTHY CULHANE, ESQ.
Sender's phone number:	239.542.4733
Note:	

Very truly yours,

*Nancy T. Gardiner*



*Nancy T. Gardiner*  
*Paralegal to Robert B. Burandt, Esq. and Timothy P. Culhane Esq.*  
*Burandt, Adamski, Feichthaler & Sanchez, P.L.L.C.*  
*Attorneys and Counselors at Law*  
*1714 Cape Coral Parkway East*  
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This Communication Is From A Debt Collector- Unless you dispute the validity of this debt within thirty days of your receipt of this notice, we will assume that the debt is valid. If you notify us in writing within the thirty day period that the debt is disputed, we will take the steps necessary to obtain verification of the debt from the creditor and forward the same to you. Pursuant to the Fair Debt Collection Practices Act (15 U.S.C. §1692 et seq.) we are required to state that this information is an attempt to collect a debt and any information obtained will be used for that purpose.

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT  
IN AND FOR COLLIER COUNTY, FLORIDA  
CIVIL DIVISION

CCW NAPLES INVESTMENT LLC,  
WINFRIED HORSTENKAMP, an  
individual, and CHRISTINA HORSTENKAMP,  
an individual,

CASE NO. 16-CA-347

Plaintiffs,

vs.

LUIS BRUNO, LLC d/b/a BRUNO AIR  
CONDITIONING OF SWFL, a Florida  
Limited Liability Company,

Defendant/Third Party Plaintiff.

vs.

TAMPA BAY SYSTEM SALES, INC. d/b/a  
TAMPA BAY TRANE & SOUTHWEST  
FLORIDA TRANE, a FLORIDA CORPORATION  
AND TRANE U.S., INC, a FLORIDA CORPORATION,

Third-Party Defendants.

\_\_\_\_\_ /

**NOTICE OF PROPOSAL FOR SETTLEMENT**

COMES NOW the Defendant/Third Party Plaintiff, LOUIS BRUNO, LLC, d/b/a BRUNO AIR CONDITIONING OF SWFL, a Florida Limited Liability Company by and through their undersigned attorneys, and files this their Notice of Proposal for Settlement to Plaintiffs, CCW NAPLES INVESTMENT LLC, WINIFRIED HORSTENKAMP and CHRISTINA HORSTENKAMP, pursuant to Florida Rules of Civil Procedure 1.442 and Florida Statutes §768.79.

### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by E-Service to Matthew B. Devisse, Esq., at [afigares@cyklawfirm.com](mailto:afigares@cyklawfirm.com), [mdevisse@cyklawfirm.com](mailto:mdevisse@cyklawfirm.com), [dparliament@cyklawfirm.com](mailto:dparliament@cyklawfirm.com), [cykservice@cyklawfirm.com](mailto:cykservice@cyklawfirm.com), Schuyler Smith, Esq. at [ssmith@hamiltonmillerlaw.com](mailto:ssmith@hamiltonmillerlaw.com), and Brooke Beebe, Esq. at [brooke.beebe@csklegal.com](mailto:brooke.beebe@csklegal.com), Louis Bruno d/b/a Bruno Air Conditioning (via e-mail) on this 1<sup>st</sup> day of November 2018.

BURANDT, ADAMSKI, FEICHTHALER &  
SANCHEZ, P.L.L.C.

Attorneys for Defendant/Third Party Plaintiff  
1714 Cape Coral Parkway East  
Cape Coral, FL 33904  
Phone: (239) 542-4733/Fax: (239) 542-9203

By: /s/ Tim Culhane, Esq.

Tim Culhane  
Florida Bar No. 434477  
Service E-Mail address:  
[burandtlaw@capecoralattorney.com](mailto:burandtlaw@capecoralattorney.com)



IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR  
COLLIER COUNTY, FLORIDA  
CIVIL DIVISION

CCW NAPLES INVESTMENT LLC,  
WINFRIED HORSTENKAMP, an  
individual, and CHRISTINA HORSTENKAMP,  
an individual,

Plaintiffs,

vs.

CASE NO. 16-CA-347

LUIS BRUNO, LLC d/b/a BRUNO AIR  
CONDITIONING OF SWFL, a Florida  
Limited Liability Company,

Defendant/Third Party Plaintiff.

vs.

TAMPA BAY SYSTEM SALES, INC. d/b/a  
TAMPA BAY TRANE & SOUTHWEST  
FLORIDA TRANE, a FLORIDA CORPORATION  
AND TRANE U.S., INC, a FLORIDA CORPORATION,

Third-Party Defendants.

\_\_\_\_\_ /

**PROPOSAL FOR SETTLEMENT**

COMES NOW the Defendant/Third Party Plaintiff, LOUIS BRUNO, LLC, d/b/a  
BRUNO AIR CONDITIONING OF SWFL, a Florida Limited Liability Company and through  
their undersigned attorneys, and makes this Proposal for Settlement to Plaintiffs CCW NAPLES  
INVESTMENT LLC, WINFRIED HORSTENKAMP, and CHRISTINA HORSTENKAMP,  
pursuant to Florida Rules of Civil Procedure 1.442 and Florida Statutes §768.79, and state the  
following:

1. The Defendant/Third-Party Plaintiff, LOUIS BRUNO, LLC, d/b/a BRUNO AIR CONDITIONING OF SWFL, a Florida Limited Liability Company shall pay the Plaintiffs CCW NAPLES INVESTMENT LLC, WINIFRIED HORSTENKAMP and CHRISTINA HORSTENKAMP the sum of FORTY-FIVE THOUSAND and 00/100 (\$45,000.00).
2. Plaintiffs CCW NAPLES INVESTMENT LLC, WINIFRIED HORSTENKAMP and CHRISTINA HORSTENKAMP shall voluntarily dismiss any claims she may have against Defendant/Third Party Plaintiff LOUIS BRUNO, LLC, d/b/a BRUNO AIR CONDITIONING OF SWFL, a Florida Limited Liability Company with prejudice as to all past, present and future claims, which includes but is not limited to any claims arising out of any alleged services and amenities agreement.
3. Each party shall be responsible for the payment of their own attorney's fees and costs in this matter.
4. There are no punitive damages claimed in this matter.
5. This offer will act as a complete and final settlement of all issues and disputes between the parties terminating any contracts or agreements between the parties and shall be open for a time period specifically enumerated under the aforementioned statute and/or rules of civil procedure.

#### **CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing has been furnished by E-Service to Matthew B. Devisse, Esq., at [afigares@cyklawfirm.com](mailto:afigares@cyklawfirm.com), [mdevisse@cyklawfirm.com](mailto:mdevisse@cyklawfirm.com), [dparliament@cyklawfirm.com](mailto:dparliament@cyklawfirm.com), [cykservice@cyklawfirm.com](mailto:cykservice@cyklawfirm.com), Louis Bruno d/b/a Bruno Air Conditioning (via e-mail) on this 1<sup>st</sup> day of November 2018.

BURANDT, ADAMSKI, FEICHTHALER &  
SANCHEZ, P.L.L.C.

Attorneys for the Defendant/Third Party Plaintiff

1714 Cape Coral Parkway East

Cape Coral, FL 33904

Phone: (239) 542-4733/Fax: (239) 542-9203

By: /s/ Timothy Culhane Esq.

Timothy Culhane

Florida Bar No. 434477

Service E-Mail address:

[burandtlaw@capecoralattorney.com](mailto:burandtlaw@capecoralattorney.com)